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73 and Seth Ravin

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

ORACLE INTERNATIONAL CORP., and
ORACLE AMERICA, INC.,

Plaintiffs,

V.

RIMINI STREET, INC., and SETH RAVIN,

Defendants.

CASE NO. 2:14-cv-01699-MMD-DJA

**ORDER GRANTING JOINT
STIPULATION TO STAY ALL
PROCEEDINGS PENDING
SETTLEMENT RESOLUTION AND TO
VACATE THE SCHEDULING ORDER**

Judge: Hon. Miranda M. Du

**JOINT STIPULATION TO STAY PROCEEDINGS AND
VACATE SCHEDULING ORDER**

Plaintiffs Oracle International Corp. and Oracle America, Inc. (“Oracle”) and Defendants Rimini Street, Inc. and Seth Ravin (collectively, “Rimini,” and with Oracle, the “Parties”) executed a settlement agreement with an effective date of July 7, 2025 (“Settlement Agreement”) to resolve the entirety of this case pending Rimini’s wind down of its offering of support services for Oracle’s PeopleSoft software product, and therefore, by and through their respective counsel of record, respectfully request that this Court (1) stay all proceedings in this case and (2) vacate all current deadlines and hearing dates set forth in the existing Scheduling Order (ECF No. 1637) to allow the Parties to perform under and effectuate the Settlement Agreement.

1. WHEREAS, on July 31, 2024, Rimini unilaterally announced its decision to wind down its offering of support services for Oracle's PeopleSoft software product;

2. WHEREAS, following remand from the Ninth Circuit in March 2025, the only product line at issue in the pending remand proceedings is PeopleSoft;

3. WHEREAS, on June 26, 2025, the Parties conducted a successful in-person mediation:

1 4. WHEREAS, the parties seek to avoid the time and expense of further litigation
 2 concerning alleged copyright infringement of a software product Rimini has represented it will no
 3 longer support;

4 5. WHEREAS, the Parties' full performance under the Parties' Settlement Agreement
 5 will fully resolve the entirety of this litigation, including all issues remanded by the Ninth Circuit,
 6 as well as any dispute regarding attorneys' fees, although the Parties agree that this Court will
 7 retain jurisdiction to enforce, as necessary, the permanent injunction entered in the *Rimini I* action
 8 (*Rimini I* ECF No. 1166; *Oracle USA, Inc. v. Rimini St. Inc.*, 783 F. App'x 707, 710-711 (9th Cir.
 9 2019)), as well as the Modified Permanent Injunction entered in this action (ECF No. 1635);

10 6. WHEREAS, under the Settlement Agreement, Rimini will complete its previously
 11 announced wind down of support services related to PeopleSoft by no later than July 31, 2028;

12 7. WHEREAS, following Rimini's successful completion of the wind down as
 13 described in the Settlement Agreement, and Rimini's notice to Oracle of such completion in
 14 compliance with the terms of the Settlement Agreement (including a declaration under penalty of
 15 perjury that Rimini has in fact completed its wind down), Oracle has agreed to dismiss this case
 16 with prejudice;

17 8. WHEREAS, the Parties agree that a stay of all proceedings during the wind down
 18 period serves the interests of judicial economy by vacating all existing deadlines provided in this
 19 Court's Scheduling Order (ECF No. 1637) such that the Court will be substantially relieved of any
 20 further administration of this case;

21 9. WHEREAS, in the unlikely event of an unexpected material breach of the
 22 Settlement Agreement during the wind down, the Parties jointly agree that it would be more
 23 efficient to lift the stay and resume the proceedings in this matter rather than requiring the non-
 24 breaching Party to commence new litigation;

25 10. WHEREAS, the Court may "stay[] the case while retaining jurisdiction over
 26 possible disputes concerning compliance with a settlement agreement" under *Kokkonen v.*
Guardian Life Ins. Co. of Am., 511 U.S. 375, 381-82 (1994) and its inherent authority to control
 27 and manage its docket, *Disability L. Ctr. v. Mass. Dep't of Corr.*, 960 F. Supp. 2d 271, 279 (D.
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Mass. 2012) (granting three-year stay to allow the parties to perform under a settlement agreement);

11. WHEREAS, a stay of proceedings will not harm the Parties, will avoid the additional hardship of continuing to actively litigate this decade-long dispute, will allow the parties to focus exclusively on satisfying the terms of the Settlement Agreement, and will promote judicial economy, *see Epstein v. US Foods, Inc.*, 2025 WL 330544, at *1 (W.D. Wash. Jan. 29, 2025) (describing factors courts consider in evaluating a request for a stay and granting joint stipulation to stay “to allow the mediation process to play out”); *In re W. States Wholesale Nat. Gas Antitrust Litig.*, 2019 WL 2098350 (D. Nev. Apr. 5, 2019) (staying all proceedings “until further order of the Court, except such proceedings as may be necessary either to implement the Settlements or to comply with or effectuate the terms of the Agreements or Fed. R. Civ. P. 23”);

12. THEREFORE, the Parties stipulate and agree that all proceedings in this matter should be stayed for the duration of the three-year wind down period required to effectuate the Parties' agreement to settle the above-captioned matter, and that all deadlines set forth in the Scheduling Order (ECF No. 1637) should be vacated.

Dated: July 17, 2025

GIBSON, DUNN & CRUTCHER LLP

MORGAN, LEWIS & BOCKIUS LLP

By: /s/ *Eric D. Vandevelde*

Eric D. Vandevelde

By: /s/ *Benjamin P. Smith*

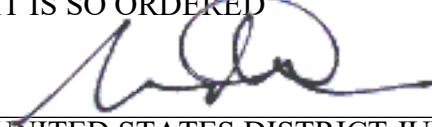
Benjamin P. Smith

*Attorneys for Defendants Rimini Street, Inc.,
and Seth Ravin*

*Attorneys for Plaintiffs Oracle
International Corporation and Oracle
America, Inc.*

Pursuant to the Parties' joint stipulation, and for good cause shown, IT IS ORDERED that all deadlines set forth in the Scheduling Order (ECF No. 1637) are VACATED and all proceedings in this case are STAYED until the earlier of July 31, 2028, or the dismissal of this case with

1 prejudice following Rimini's completion of its wind down relating to its PeopleSoft support
2 services.

3 IT IS SO ORDERED
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6 UNITED STATES DISTRICT JUDGE
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8 DATED: July 18, 2025.
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